IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O.O.C.J.

(1) Suit No.1747 of 1988
with
Notice of Motion No.1383 of 2006

Dipak Ratansi ..Plaintiff

vs.

M/s Texway Traders & Ors. ..Defendants

(2) Suit No.2113 of 1988
with
Notice of Motion No.1384 of 2006

Krishnakumar Ratansi ..Plaintiff

vs.

M/s Texway Traders and ors. ..Defendants

Mr.H.J.Engineer i/b M/s Gordhandas & Fozdar for plaintiff. in both suits.
Mr.Raji Radhakrishnan i/b M/s India Law Alliance for defendant no.2 in both suits.

CORAM: S.C.DHARMADHIKARI J.
7th August, 2007

P.C.

1. This suit is for recovery of a sum which has been initially contested but thereafter the parties, namely, the plaintiff and defendnat nos.1(a) and 2 have arrived at the settlement whereunder a sum of Rs.50,000/- deposited in this Court pursuant to the order passed on the summons for judgment with accrued interest is agreed to be paid over to the plaintiff.

2. The plaintiff has agreed to accept the sum in full and final settlement of all claims. Similarly, the plaintiff has prayed that he does not press for any relief against defendant nos.3(a) and 3(b). Hence, suit is dismissed

for want of prosecution against these defendants.

3. The consent terms are signed by the parties and their Advocates. Both sides have agreed to the suit being disposed of in terms thereof. The consent terms have been signed willingly and it is agreed that the sum deposited in this Court be paid over as above.

4. The consent terms signed by the parties and their Advocates are taken on record and marked "X" for identification. Order in terms of the consent terms at X.

5. The notice of motion and interim proceedings to stand disposed of.

(S.C.DHARMADHIKARI J.)